

☐ AMENDED

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF TENNESSEE

In re: James B. Tidwell  
Rebecca A. Tidwell

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 4011 Chriswell Street  
Milan, TN 38358

(2) 4011 Chriswell Street  
Milan, TN 38358

PLAN PAYMENT:

Debtor(1) shall pay \$ \_\_\_\_\_ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☐ PAYROLL DEDUCTION From: \_\_\_\_\_ OR ( ) DIRECT PAY

Debtor(2) shall pay \$ 160.00 (☐ weekly, ☒ every two weeks, ☐ semi-monthly, or ☐ monthly, by:  
☒ PAYROLL DEDUCTION From: The Jackson Clinic  
828 North Parkway  
Jackson, TN 38305 OR ( ) DIRECT PAY

1. THIS PLAN [Rule 3015.1 Notice]:

(A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] ☐ YES ☒ NO  
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION ☒ YES ☐ NO  
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]  
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. ☐ YES ☒ NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; OR ☒ Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT:

Monthly Plan Payment: \_\_\_\_\_

None Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, OR ☐ Trustee to:  
ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_

5. PRIORITY CLAIMS:

IRS Amount 281.00 \$ 10.00

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); OR ☐ Paid by Trustee to:

None ongoing payment begins \_\_\_\_\_ \$ \_\_\_\_\_  
Approximate arrearage: \_\_\_\_\_ Interest \_\_\_\_\_ \$ \_\_\_\_\_

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
First Heritage Credit	4,694.00	8.00	\$126.00
Adequate Protection Payment= \$32.00/mo			
Personal Finance	2,017.00	8.00	\$55.00
Adequate Protection Payment= \$14.00/mo			

[Retain lien 11 U.S.C. §1325 (a)(5)]

Stewart Finance

Adequate Protection Payment= \$10.00/mo

Value of Collateral:

1,180.26

Rate of Interest

8.00

Monthly Plan Payment:

\$35.00

**8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:**

[Retain lien 11 U.S.C. §1325 (a)]

-NONE-

Value of Collateral:

Rate of Interest

Monthly Plan Payment:

\$

**9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALY REASONABLE DISPOSAL OF COLLATERAL:**

-NONE-

Collateral:

**10. SPECIAL CLASS UNSECURED CLAIMS:**

Regions Bank

Amount:

1,166.00

Rate of Interest

0.00

Monthly Plan Payment:

Paid Outside by  
Co-Debtor**11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:**Fed Loan Servicing (Balance to survive discharge)  
\$10.00/mo

Not provided for



OR

General unsecured creditor

**12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):**

-NONE-

**13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.****14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$58,276.00****15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:**

%, OR,

**THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.****16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:**

Progressive Leasing: Furniture- Assume



Assumes

OR



Rejects.

Rent a Center: Mattress- Assume



Assumes

OR



Rejects.

**17. COMPLETION:** Plan shall be completed upon payment of the above, approximately 48 months.**18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.****19. NON-STANDARD PROVISION(S):**

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

**20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.**

/s/ Robert B. Vandiver, Jr.

Robert B. Vandiver, Jr.

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date May 14, 2019